

Objection Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, denied.

Request No. 505:

505. If NOS/ANI obtained Genisys’s authorization to switch its carrier to NOS/ANI by convincing Genisys to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.

Objections and Response to Request No. 505:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, admitted that an LOA was executed.

Request No. 506:

506. Genisys did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

Objections and Response to Request No. 506:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “expressly, knowingly or willingly authorize.” Interpretation of the phrase “expressly, knowingly or willingly authorize” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 507:

507. On May 9, 2002, Genisys again switched its telephone service from NOS/ANI.

Objections and Response to Request No. 507:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records indicate that all lines left the Companies as of May 23, 2002. Further admitted that this fact demonstrates the truthfulness of the representations covering the temporary nature of the LOA signed with the Companies.

Nelson Engineering

Request No. 508:

508. Immediately prior to April 17, 2002, Nelson Engineering ("Nelson") was a customer of NOS/ANI d/b/a QuantumLink Communications.

Objections and Response to Request No. 508:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 509:

509. On or about April 17, 2002, Nelson's telephone number was 402/241-0340.

Objections and Response to Request No. 509:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced number was associated with the referenced account.

Request No. 510:

510. On or about April 17, 2002, Nelson was located at 108 East Twentythird, S. Sioux City, Nebraska 68776.

Objections and Response to Request No. 510:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records do not reflect that the above-referenced address was associated with the referenced account.

Request No. 511:

511. On or about April 17, 2002, Nelson switched its preferred local service provider from NOS/ANI to Qwest.

Objections and Response to Request No. 511:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Denied that all lines were switched at that time. Admitted that the Companies records reflect that on April 5, 2002 the Companies received a request to release a toll-free line to another carrier and that on the same date the customer stated it was Qwest.

Request No. 512:

512. On or about April 17, 2002, Nelson continued to be a customer of NOS/ANI for InterLATA and IntraLATA Service.

Objections and Response to Request No. 512:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that through April 23, 2002 several lines remained active with the Companies.

Request No. 513:

513. On or about April 26, 2002, Nelson switched its InterLATA and IntraLATA Service away from NOS/ANI.

Objections and Response to Request No. 513:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that lines stopped trafficking with the Companies on April 25, 2002.

Request No. 514:

514. During the period April 17 to April 26, 2002, after Nelson had switched its local service provider from NOS/ANI, a NOS/ANI employee contacted Nelson for the purpose of inducing Nelson to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 514:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that a Winback I call was made that included informing the customer that some service remained with the Companies.

Request No. 515:

- 515 During the contact, the NOS/ANI employee utilized the Winback Script.

Objections and Response to Request No. 515:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the script was utilized; however, most of the discussion with the customer was outside the script.

Request No. 516:

516. I[f] the NOS/ANI employee convinced Nelson to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Nelson's service provider back to NOS/ANI.

Objections and Response to Request No. 516:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “convinced.” Interpretation of the phrase “under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission’s Rules” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, denied.

Request No. 517:

517. During the period April 17 to April 23, 2002, after Nelson had switched its local service provider from NOS/ANI, Marsha Gibbs, a NOS/ANI employee, contacted Nelson and spoke to Julie Suhr.

Objections and Response to Request No. 517:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 518:

518. The audio tape at Attachment H contains a true and accurate recording of a telephone conversation which occurred on or about April 23, 2002 and was recorded by NICE between NOS/ANI employee Marsha Gibbs and a representative of former customer Nelson.

Objections and Response to Request No. 518:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago.

At this time, it is the Companies' belief that the attachment is a materially accurate recording of a stolen recording published without prior verification or the consent of the Companies.

Request No. 519:

519. Attachment I beginning at page 3 line 2 and continuing to page 15 line 10 is a true and accurate transcript of a telephone conversation which occurred on or about April 23, 2002 and was recorded by NICE between NOS/ANI employee Marsha Gibbs and a representative of former NOS/ANI customer Nelson.

Objections and Response to Request No. 519:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. Further objection that the FCC published such stolen material without notice or consultation; it therefore should not be admissible. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate transcript of a stolen recording published without prior verification or the consent of the Companies.

Request No. 520:

520. After Nelson had switched its local service provider from NOS/ANI, Ms. Gibbs told Ms. Suhr that, before NOS/ANI shut the customer's lines down, she was calling to inform Nelson that the local lines were still billing because the new carrier had not yet switched Nelson over.

Objections and Response to Request No. 520:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 521:

521. Ms. Gibbs' statements that she was calling to inform Nelson that before NOS/ANI shut Nelson's lines down, the local lines were still billing to NOS/ANI, and that the new carrier had not yet switched the local lines over, were false.

Objections and Response to Request No. 521:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 522:

522. At the time of the statements, Ms. Gibbs knew her statements that she was calling to inform Nelson that, before NOS/ANI shut Nelson's local lines down, that the local lines were still billing, and that the new carrier had not yet switched the local lines over, were false.

Objections and Response to Request No. 520:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. The Companies cannot speak to Ms Gibbs' state of mind at that time.

Request No. 523:

523. NOS/ANI Management knew that, at the time of the statements, the statements that Ms. Gibbs was calling Nelson, before NOS/ANI shut Nelson's local lines down, to inform Nelson that the local lines were still billing, and that the new carrier had not yet switched the local lines over, were false.

Objections and Response to Request No. 523:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied. Any false statements were not authorized.

Request No. 524:

524. After Nelson had switched its local service provider from NOS/ANI, Ms. Gibbs represented to Ms. Suhr that, if Nelson did not sign a NOS/ANI LOA, NOS/ANI would be keeping Nelson’s lines up and running at a liability or risk to NOS/ANI.

Objections and Response to Request No. 524:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that it was represented that the lines remaining with the Companies could be interrupted.

Request No. 525:

525. Ms. Gibbs’ statement that, if Nelson did not sign a NOS/ANI LOA, NOS/ANI would be keeping Nelson’s lines up and running at a liability or risk to NOS/ANI was false.

Objections and Response to Request No. 525:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 526:

526. At the time of the statement, Ms. Gibbs knew that her statement that, if Nelson did not sign a NOS/ANI LOA, NOS/ANI would be keeping Nelson's lines up and running at a liability or risk to NOS/ANI was false.

Objections and Response to Request No. 526:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. The Companies cannot speak to Ms. Gibbs' state of mind at the time.

Request No. 527:

527. NOS/ANI Management knew that, at the time of the statement, the statement that if Nelson did not sign a NOS/ANI LOA, NOS/ANI would be keeping Nelson's lines up and running at a liability or risk to NOS/ANI was false.

Objections and Response to Request No. 527:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 528:

528. After Nelson had switched its local service provider from NOS/ANI, Ms. Gibbs told Ms. Suhr that Nelson had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.

Objections and Response to Request No. 528:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that it was represented that lines remaining with the Companies could be interrupted.

Request No. 529:

529. Ms. Gibbs' statement that Nelson had to sign a NOS/ANI LOA by the close of the call to avoid interruption of service was false.

Objections and Response to Request No. 529:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 530:

530. At the time of the statement, Ms. Gibbs knew that her statement that Nelson had to sign a NOS/ANI LOA by the close of the call to avoid interruption of service was false.

Objections and Response to Request No. 530:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 531:

531. NOS/ANI Management knew that, at the time of the statement, the statement that Nelson had to sign a NOS/ANI LOA by the close of the call to avoid interruption of service was false.

Objections and Response to Request No. 531:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 532:

532. After Nelson had switched its local service provider from NOS/ANI, Ms. Gibbs told Ms. Suhr that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service.

Objections and Response to Request No. 532:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Vague and ambiguous with respect to the phrase “had completed.” Admitted that the LOA had no term commitment and was subject to being immediately superceded by a subsequent LOA.

Request No. 533:

533. Ms. Gibbs’ statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.

Objections and Response to Request No. 533:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “had completed.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 534:

534. At the time of the statement, Ms. Gibbs knew that her statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.

Objections and Response to Request No. 534:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Vague and ambiguous with respect to the phrase "had completed." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 535:

535. NOS/ANI Management knew that, at the time of the statement, the statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.

Objections and Response to Request No. 535:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Vague and ambiguous with respect to the phrase "had completed." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 536:

536. Nelson did not authorize NOS/ANI to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 536:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted no LOA was executed and customer was not re-provisioned.

Objection. Vague and ambiguous with respect to the phrase “expressly, knowingly or willingly authorize.” Interpretation of the phrase “expressly, knowingly or willingly authorize” calls for a legal conclusion. Without waiving said objections, admitted. The lines were not re-provisioned.

The Bank of Yellville

Request No. 540:

540. Immediately prior to April 3, 2002, The Bank of Yellville (“Yellville”) was a customer of NOS/ANI (d/b/a I-Vantage Network).

Objections and Response to Request No. 540:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 541:

541. On or about April 3, 2002, Yellville’s telephone number was 870/449-4231.

Objections and Response to Request No. 541:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies’ records do not reflect that the above-referenced number was associated with the referenced account.

Request No. 542:

542. On or about April 3, 2002, Yellville mailing address was P.O.B. 325, Yellville, Arkansas 72687.

Objections and Response to Request No. 542:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records do not reflect that the above-referenced address was associated with the referenced account.

Request No. 543:

543. On or about April 3, 2002, Yellville switched its preferred IntraLATA and InterLATA Service provider from NOS/ANI

Objections and Response to Request No. 543:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that notice was received that toll-free lines were to be released to another carrier on April 12, 2002.

Request No. 544:

544. After Yellville had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Yellville for the purpose of inducing Yellville to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 544:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact was made after all lines were switched. Admitted that a Winback I call was made that included informing the customer that some service remained with the Companies.

Request No. 545:

545. During the contact, the NOS/ANI employee utilized the Winback Script.

Objections and Response to Request No. 545:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the script was utilized; however, most of the discussion with the customer was outside the script.

Request No. 546:

546. If the NOS/ANI employee convinced Yellville to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Yellville's telephone service provider back to NOS/ANI.

Objections and Response to Request No. 546:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "convinced." Interpretation of the phrase "under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules" calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, admitted that an LOA was executed.

Request No. 547:

547. After Yellville had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Yellville and represented that Yellville's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Yellville.

Objections and Response to Request No. 547:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact occurred after all lines were switched. Admitted that it was correctly represented that traffic remained on a line remaining with the Companies.

Request No. 548:

548. The NOS/ANI employee's statement that Yellville's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Yellville was false.

Objections and Response to Request No. 548:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 549:

549. At the time of the statement, the NOS/ANI employee knew that its statement that Yellville's new carrier switch was incomplete and that NOS/ANI was still showing call traffic was false.

Objections and Response to Request No. 549:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 550:

550. NOS/ANI Management knew, at the time of the statement, the statement that Yellville's new carrier switch was incomplete and that NOS/ANI was still showing call traffic was false.

Objections and Response to Request No. 550:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 551:

551. After Yellville had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Yellville and represented that Yellville's telephone service would be interrupted unless Yellville signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.

Objections and Response to Request No. 551:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact occurred after all lines were switched. Admitted that it was represented that service could be interrupted on the remaining lines with the Companies.

Request No. 552:

552. The NOS/ANI employee's statement that Yellville's telephone service would be interrupted unless Yellville signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 552:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 553:

553. At the time of the statement, the NOS/ANI employee knew that its statement that Yellville’s telephone service would be interrupted unless Yellville signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 553:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 554:

554. NOS/ANI Management knew that, at the time of the statement, the statement that Yellville’s telephone service would be interrupted unless Yellville signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 554:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 555:

- 555 After Yellville had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Yellville and represented that Yellville had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.

Objections and Response to Request No. 555:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact occurred after all lines were switched. Admitted that it was represented that service could be interrupted on the remaining lines with the Companies.

Request No. 556:

556. The NOS/ANI employee's statement that Yellville had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 556:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 557:

557. At the time of the statement, the NOS/ANI employee knew that its statement that Yellville had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 557:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 558:

558. NOS/ANI Management knew that, at the time of the statement, the statement that Yellville had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 558:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 559:

559. After Yellville had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Yellville and represented that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service.

Objections and Response to Request No. 559:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Vague and ambiguous with respect to the phrase "had completed." Denied that contact occurred after all lines were switched. Admitted that it was represented that a LOA could have such affect. Further admitted that the LOA had no minimum term commitment and was subject to be immediately superceded by a subsequent LOA.

Request No. 560:

560. The NOS/ANI employee's statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false

Objections and Response to Request No. 560:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “had completed.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 561:

561. At the time of the statement, the NOS/ANI employee knew that its statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.

Objections and Response to Request No. 561:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “had completed.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 562:

562. NOS/ANI Management knew that, at the time of the statement, the statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.

Objections and Response to Request No. 562:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “had completed.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 563:

563. Yellville did not authorize NOS/ANI to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 563:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies’ records reflect executed LOAs.

Request No. 564:

564. The NOS/ANI employee used misleading statements or practices in its attempt to induce Yellville to sign a NOS/ANI LOA.

Objections and Response to Request No. 564:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, admitted an LOA was executed.

Request No. 565:

565. If NOS/ANI obtained Yellville’s authorization to switch its carrier to NOS/ANI by convincing Yellville to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.

Objections and Response to Request No. 565:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, admitted two LOAs were executed.

Request No. 566:

566. Yellville did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

Objections and Response to Request No. 566:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “expressly, knowingly or willingly authorize.” Interpretation of the phrase “expressly, knowingly or willingly authorize” calls for a legal conclusion. Without waiving said objections, denied.

Tideland Electric Membership Corporation

Request No. 567:

567. Immediately prior to April 19, 2002, Tideland Electric Membership Corporation (“Tideland”) was a customer of NOS/ANI.

Objections and Response to Request No. 567:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 568:

568. On or about April 19, 2002, Tideland's telephone number was 252/943-3046.

Objections and Response to Request No. 568:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced number was associated with the referenced account.

Request No. 569:

569. On or about April 19, 2002, Tideland's mailing address was P.O.B. 159, Pantego, North Carolina 27860.

Objections and Response to Request No. 569:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced address was associated with the referenced account.

Request No. 570:

570. On or about April 19, 2002, Tideland switched its preferred IntraLATA and InterLATA Service provider from NOS/ANI.

Objections and Response to Request No. 570:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that notice was received that some lines of the above-referenced were switched at or about April 16, 2002.

Request No. 571:

571. After Tideland had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Tideland for the purpose of inducing Tideland to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 571:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact occurred after all lines were switched. Admitted that a Winback I call was made that included informing the customer that some service remained with the Companies.

Request No. 572:

572. During the contact, the NOS/ANI employee utilized the Winback Script.

Objections and Response to Request No. 572:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the script was utilized; however, most of the discussion with the customer was outside the script.

Request No. 573:

573. If[f] the NOS/ANI employee convinced Tideland to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Tideland's service provider back to NOS/ANI.

Objections and Response to Request No. 573:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows: